

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

AMERICAN MANUFACTURERS MUTUAL
INSURANCE COMPANY,

Plaintiff,

vs.

TOWN OF NORTH BROOKFIELD,

Defendant.

Civil Action No. 03-40266 NMG

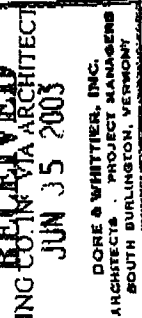
**EXHIBIT F TO AFFIDAVIT OF RICHARD P. ANASTASIO IN SUPPORT OF
THE OPPOSITION OF AMERICAN MANUFACTURERS MUTUAL
INSURANCE COMPANY TO MOTION TO REQUIRE
PLAINTIFF TO DEPOSIT FUNDS WITH COURT**

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO OWNER: TOWN OF N. BROOKFIELD
 10 New School Drive
 North Brookfield, MA 01535

PROJECT: NORTH BROOKFIELD JR./SR. HI APPLICATION NO: 00014

FROM CONTRACTOR: E. J. SCIABA CONTRACTING
 18 Wokott Street
 Readville, MA 02137



DORE AND WHITTIER, INC.
 1795 Williston Road
 S. Burlington, VT 05403

Distribution to:

- ☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$13,222,000.00
2. Net change by Change Orders \$132,829.28
3. CONTRACT SUM TO DATE (Line 1 + 2) \$13,354,829.28
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$5,644,481.25

5. RETAINAGE:

- a. 5.00% of Completed Work (Columns D + E on G703) \$0.00
- b. 5.00% of Stored Material (Columns F on G703) \$0.00

Total Retainage (Line 5a + 5b or Total in Columns I on G703) \$282,224.08

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$5,362,257.17

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$5,155,969.10

\$206,288.07

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$7,992,572.11

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$156,179.07	\$23,349.79
Total approved this Month	\$0.00	\$0.00
TOTALS	\$156,179.07	\$23,349.79
NET CHANGES by Change Order		\$132,829.28



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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: E. J. SCIABA CONTRACTING

By: E. J. Sciaba Date: 6/2/03
 5/31/2003

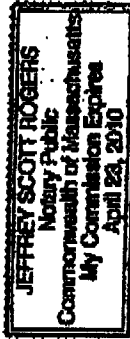
State of: MA
 County of: Suflerick

Subscribed and sworn to before

me this 3rd day of June 2003

Notary Public: Jeffrey Scott Rogers

My Commission expires: 04/23/2010



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$206,288.07

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Dore & Whittier, Inc.

By: Dore & Whittier, Inc. Date: 5/31/2003

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

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AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00014
 APPLICATION DATE: 6/1/2003
 PERIOD TO: 238
 ARCHITECT'S PROJECT NO.: 238

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN DORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
00005	Mobilization & Internal Office Setup	\$123,722.00	\$123,722.00	\$0.00	\$0.00	\$123,722.00	\$0.00	\$6,186.10
00010	General Contractor Bond	\$247,444.00	\$247,444.00	\$0.00	\$0.00	\$247,444.00	\$0.00	\$12,372.20
00015	Subcontractor Bonds	\$118,000.00	\$118,000.00	\$0.00	\$0.00	\$118,000.00	\$0.00	\$5,900.00
00020	GLPO Insurance	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$26,000.00	\$0.00	\$1,300.00
00025	Builders Risk	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	\$0.00	\$1,600.00
00030	Baseline CPM Schedule	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$500.00
00035	Schedule of Values	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$250.00
00040	Construction Sign	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$175.00
00045	Construction Fence	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	\$0.00	\$1,200.00
00050	SUBTOTAL	\$589,666.00	\$589,666.00	\$0.00	\$0.00	\$589,666.00	\$0.00	\$29,483.30
00100	GENERAL CONDITIONS							
00105	Project Staffing	\$452,853.00	\$323,704.21	\$16,143.60	\$0.00	\$339,847.81	\$113,005.19	\$16,992.39
00110	Field Offices	\$25,000.00	\$18,070.00	\$866.25	\$0.00	\$18,936.25	\$6,063.75	\$946.81
00115	Temporary Telephones	\$10,000.00	\$6,660.00	\$417.50	\$0.00	\$7,077.50	\$2,922.50	\$353.88
00120	Temporary Toilets	\$5,000.00	\$3,640.00	\$280.00	\$0.00	\$3,920.00	\$1,080.00	\$196.00
00125	Electrical Consumption	\$16,000.00	\$10,250.00	\$718.75	\$0.00	\$10,968.75	\$5,031.25	\$548.44
00130	Storage Trailers	\$3,500.00	\$3,038.00	\$200.00	\$0.00	\$3,238.00	\$262.00	\$161.90
00135	Tarps, Blankets & Temp. Enclosure	\$5,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$1,000.00	\$200.00
00140	Interim Cleaning	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00
00145	Project Photos	\$3,000.00	\$1,826.00	\$0.00	\$0.00	\$1,826.00	\$1,174.00	\$91.30
00150	CPM Schedule Updates	\$16,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	\$10,000.00	\$300.00
00155	Registered Survey	\$15,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	\$1,000.00	\$700.00
00160	Layout Stakes & Supplies	\$10,000.00	\$8,500.00	\$0.00	\$0.00	\$8,500.00	\$1,500.00	\$425.00
00165	G.C. As-Builts & Closeout Documents	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00
00170	Temporary Water	\$4,000.00	\$3,552.00	\$0.00	\$0.00	\$3,552.00	\$448.00	\$177.60
00175	Dumpsters	\$18,000.00	\$10,800.00	\$712.50	\$0.00	\$11,512.50	\$6,487.50	\$575.63
00180	Final Cleaning	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00
00185	Building Permit	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00
00299	SUBTOTAL	\$609,353.00	\$414,040.21	\$19,338.60	\$0.00	\$433,378.81	\$175,974.19	\$21,668.95
02060.00	BUILDING DEMOLITION							
02060.05	Demo Existing School	\$67,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,500.00	\$0.00
02060.98	SUBTOTAL	\$67,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,500.00	\$0.00

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AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00014
 APPLICATION DATE: 6/1/2003
 PERIOD TO: 6/1/2003
 ARCHITECT'S PROJECT NO.: 238

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
02080.00	ASBESTOS ABATEMENT,							
02080.05	Asbestos Abatement	\$84,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,000.00	\$0.00
02080.98	SUBTOTAL	\$84,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,000.00	\$0.00
02083.00	CLEANING AND REMOVAL OF OIL STORAGE							
02083.05	Cleaning & Removal of Oil Storage Tank	\$3,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,100.00	\$0.00
02083.98	SUBTOTAL	\$3,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,100.00	\$0.00
02100.00	SITE DEMO, CLEARING AND GRUBBING							
02100.05	Site Demo, Clearing & Grubbing	\$120,000.00	\$72,000.00	\$0.00	\$0.00	\$72,000.00	\$48,000.00	\$3,600.00
02100.98	SUBTOTAL	\$120,000.00	\$72,000.00	\$0.00	\$0.00	\$72,000.00	\$48,000.00	\$3,600.00
02150.00	EROSION AND SEDIMENT CONTROL							
02150.01	Layout Limit of work / Erosion Lines	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$250.00
02150.02	Layout Detention Pond / Access Road	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$150.00
02150.05	Install Erosion & Sediment Control	\$14,000.00	\$9,600.00	\$0.00	\$0.00	\$9,600.00	\$4,400.00	\$480.00
02150.98	SUBTOTAL	\$22,000.00	\$17,600.00	\$0.00	\$0.00	\$17,600.00	\$4,400.00	\$880.00
02200.00	EXCAVATING FILLING AND GRADING							
02200.02	Strip & Rough Grade Access Road	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$1,250.00
02200.04	Strip & Stockpile Topsoil (Bldg. Area)	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	\$0.00	\$350.00
02200.06	Excavate & Grade Temp. Detent. Pond	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	\$0.00	\$850.00
02200.08	Rough Grade Building Area	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	\$0.00	\$550.00
02200.10	E & B New Elec. Primary Duct Bank	\$6,500.00	\$3,900.00	\$0.00	\$0.00	\$3,900.00	\$2,600.00	\$195.00
02200.12	E & B New Telephone Duct Bank	\$4,000.00	\$2,400.00	\$0.00	\$0.00	\$2,400.00	\$1,600.00	\$120.00
02200.14	E & B New Gas Line	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$200.00
02200.16	C: Excavate Footing	\$14,800.00	\$14,800.00	\$0.00	\$0.00	\$14,800.00	\$0.00	\$740.00
02200.18	C: Install Footing Drain	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	\$0.00	\$350.00
02200.20	C: Backfill Footing	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$400.00
02200.22	C: Backfill For Slab On Grade	\$11,000.00	\$8,900.00	\$0.00	\$0.00	\$8,900.00	\$2,100.00	\$495.00
02200.24	C: E & B Under Slab Utilities	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$400.00
02200.26	B: Excavate Footing	\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$38,000.00	\$0.00	\$1,900.00
02200.28	B: Install Footing Drain	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	\$0.00	\$700.00

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APPLICATION DATE:

PERIOD TO: 6/1/2003

ARCHITECT'S PROJECT NO.: 238

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
02200.30	B: Backfill Footing	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$23,000.00	\$0.00	\$1,150.00
02200.32	B: Backfill For Slab On Grade	\$32,000.00	\$27,200.00	\$0.00	\$0.00	\$27,200.00	\$4,800.00	\$1,350.00
02200.34	B: E & B Under Slab Utilities	\$21,000.00	\$5,250.00	\$2,100.00	\$0.00	\$7,350.00	\$13,650.00	\$367.50
02200.36	B: Install Under Slab Drain	\$9,000.00	\$2,250.00	\$0.00	\$0.00	\$2,250.00	\$6,750.00	\$112.50
02200.38	A: Excavate Footing	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	\$0.00	\$1,750.00
02200.40	A: Install Footing Drain	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$500.00
02200.42	A: Backfill Footing	\$15,300.00	\$15,300.00	\$2,700.00	\$0.00	\$18,000.00	\$0.00	\$900.00
02200.44	A: Backfill For Slab On Grade	\$24,000.00	\$19,200.00	\$0.00	\$0.00	\$19,200.00	\$4,800.00	\$960.00
02200.46	A: E & B Under Slab Utilities	\$18,000.00	\$5,400.00	\$1,800.00	\$0.00	\$7,200.00	\$10,800.00	\$360.00
02200.48	Furnish Gravel Under Slab	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00	\$0.00
02200.50	Establish Sub Grade For Roadways / Walks	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,000.00	\$360.00
02200.52	Furnish Gravel Under Paving & Walks	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,000.00	\$0.00
02200.54	Screen & Spread Top Soil	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$0.00
02200.56	Cut & Cap Utilities Exst. School	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,500.00	\$0.00
02200.58	Tie In Utilities New School	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,000.00	\$0.00
02200.60	Strip & R.G. Access Road / Parking Lots	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00
02200.62	F & I Light Pole Bases	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00
02200.64	F & I Concrete Curb	\$6,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,200.00	\$0.00
02200.66	F & I Wood Guardrail	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$0.00
02200.68	Furnish & Install Infield Mix	\$527,000.00	\$319,800.00	\$58,600.00	\$0.00	\$326,400.00	\$200,600.00	\$16,320.00
02200.98	SUBTOTAL							
02300.00	STORM DRAINAGE							
02300.05	Furnish Structures & Concrete Pipe	\$15,000.00	\$12,750.00	\$0.00	\$0.00	\$12,750.00	\$2,250.00	\$637.50
02300.10	Furnish Pipe	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	\$0.00	\$800.00
02300.15	Furnish Castings	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$300.00
02300.20	Install Drainage & Utilities North	\$36,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,000.00	\$0.00
02300.25	Install Drainage & Utilities South	\$37,000.00	\$7,400.00	\$0.00	\$0.00	\$7,400.00	\$29,600.00	\$370.00
02300.30	Install Drainage - Parking Lots	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00	\$0.00
02300.98	SUBTOTAL	\$145,000.00	\$42,150.00	\$0.00	\$0.00	\$42,150.00	\$102,850.00	\$2,107.50
02600.00	BITUMINOUS CONCRETE PAVEMENT							
02600.02	Paving Base Course	\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,000.00	\$0.00
02600.03	Paving Top Course	\$44,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,300.00	\$0.00

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ARCHITECT'S PROJECT NO.: 238

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
02600.10	Pavement Markings	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00
02600.15	Color Seal at Tennis Court,	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00
02600.98	SUBTOTAL	\$122,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122,300.00	\$0.00
02666.00	WATER DISTRIBUTION SYSTEM							
02666.05	Furnish Pipe, Fittings & Hydrants	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00	\$0.00	\$1,400.00
02666.10	Install Water System	\$63,000.00	\$15,750.00	\$0.00	\$0.00	\$15,750.00	\$47,250.00	\$787.50
02666.98	SUBTOTAL	\$91,000.00	\$43,750.00	\$0.00	\$0.00	\$43,750.00	\$47,250.00	\$2,187.50
02730.00	SANITARY SEWAGE SYSTEM							
02730.05	Furnish Precast Structures & Concrete Pipe	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$250.00
02730.10	Furnish Pipe	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$100.00
02730.15	Furnish Castings	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$50.00
02730.20	Install Sewer	\$29,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,000.00	\$0.00
02730.98	SUBTOTAL	\$37,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$29,000.00	\$400.00
02800.00	PLANTING							
02800.05	PLANTING	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00	\$0.00
02800.98	SUBTOTAL	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00	\$0.00
02850.00	SEEDING							
02850.05	Fine Grade Loam & Seed	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00
02850.98	SUBTOTAL	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00
02950.00	SITE IMPROVEMENTS							
02950.05	Build New Tennis & B.B. Courts	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00	\$0.00
02950.10	Build New Softball Field	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00
02950.15	Build Little League Field	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$0.00
02950.20	Fence, Backstop & Guardrail	\$27,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,000.00	\$0.00
02950.25	Site Signage	\$2,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,300.00	\$0.00
02950.30	Bollards	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00
02950.35	Flagpole	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00
02950.40	Athletic Equipment	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,000.00	\$0.00
02950.45	Drip Strip	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800.00	\$0.00



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In tabulations below, amounts are stated to the nearest dollar.

Use Column J on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00014

APPLICATION DATE:

PERIOD TO: 6/1/2003

ARCHITECT'S PROJECT NO.: 238

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
02950.98	SUBTOTAL	\$59,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59,100.00	\$0.00
03300.00	CONCRETE							
03300.02	C: Form, Pour & Strip Footings	\$42,000.00	\$42,000.00	\$0.00	\$0.00	\$42,000.00	\$0.00	\$2,100.00
03300.04	C: Form, Pour & Strip Walls	\$78,000.00	\$78,000.00	\$0.00	\$0.00	\$78,000.00	\$0.00	\$3,900.00
03300.06	C: Place & Finish Slab On Grade	\$67,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,500.00	\$0.00
03300.08	C: Place & Finish Slab On Deck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03300.10	B: Form, Pour & Strip Footings	\$114,000.00	\$114,000.00	\$0.00	\$0.00	\$114,000.00	\$0.00	\$5,700.00
03300.12	B: Form, Pour & Strip Walls	\$188,000.00	\$188,000.00	\$0.00	\$0.00	\$188,000.00	\$0.00	\$9,400.00
03300.14	B: Form, Pour & Strip Sewage Pit	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$600.00
03300.16	B: Place & Finish Slab On Grade	\$82,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82,000.00	\$0.00
03300.18	B: Place & Finish Slab On Deck	\$72,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,500.00	\$0.00
03300.20	A: Form, Pour & Strip Footings	\$96,000.00	\$96,000.00	\$0.00	\$0.00	\$96,000.00	\$0.00	\$4,800.00
03300.22	A: Form, Pour & Strip Walls	\$163,000.00	\$163,000.00	\$0.00	\$0.00	\$163,000.00	\$0.00	\$8,150.00
03300.24	A: Place & Finish Slab On Grade	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00	\$0.00
03300.26	A: Place & Finish Slab On Deck	\$49,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,500.00	\$0.00
03300.28	Furnish Rebar	\$228,000.00	\$228,000.00	\$0.00	\$0.00	\$228,000.00	\$0.00	\$11,400.00
03300.30	Grout Leveling Plates	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00	\$0.00	\$1,400.00
03300.32	Furnish & Install Mesh for Bldg Flatwork	\$52,000.00	\$52,000.00	\$0.00	\$0.00	\$52,000.00	\$0.00	\$2,600.00
03300.34	Furnish Foundation & Under Slab Insulation	\$67,000.00	\$67,000.00	\$0.00	\$0.00	\$67,000.00	\$0.00	\$3,350.00
03300.36	Install Foundation Insulation	\$18,000.00	\$17,100.00	\$0.00	\$0.00	\$17,100.00	\$900.00	\$855.00
03300.38	Furnish & Install Vapor Barrier	\$15,000.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	\$10,500.00	\$225.00
03300.40	Form Site Concrete	\$42,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,500.00	\$0.00
03300.42	Place & Finish Site Concrete	\$58,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,000.00	\$0.00
03300.98	SUBTOTAL	\$1,511,000.00	\$1,032,450.02	\$0.00	\$0.00	\$1,032,450.02	\$478,549.98	\$51,622.50
04200.00	FSB - MASONRY							
04200.05	C: Install Masonry Veneer Walls	\$114,000.00	\$57,000.00	\$0.00	\$0.00	\$57,000.00	\$57,000.00	\$2,850.00
04200.10	C: Install Interior Masonry Walls	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00
04200.15	B: Install CMU Gym	\$30,000.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	\$25,500.00	\$450.00
04200.20	B: Install CMU Lower Level	\$25,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$20,000.00	\$250.00
04200.25	B: Install Interior Walls Lower Level	\$42,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,000.00	\$0.00
04200.30	B: Install Exterior Veneer Walls	\$87,000.00	\$4,350.00	\$0.00	\$0.00	\$4,350.00	\$82,650.00	\$217.50
04200.35	A: Install Exterior Veneer Walls	\$114,000.00	\$0.00	\$11,400.00	\$0.00	\$11,400.00	\$102,600.00	\$570.00

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APPLICATION NO.: 00014

APPLICATION DATE:

PERIOD TO: 6/1/2003

ARCHITECT'S PROJECT NO.: 238

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
08400.31	Mobilization	\$3,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$2,000.00	\$50.00
08400.90	SUBTOTAL	\$79,000.00	\$52,500.00	\$0.00	\$0.00	\$52,500.00	\$26,500.00	\$2,625.00
08520.01	FSB - ALUMINUM WINDOWS							
08520.02	AREA A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08520.03	Material	\$73,000.00	\$68,000.00	\$0.00	\$0.00	\$68,000.00	\$5,000.00	\$3,400.00
08520.04	Labor	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00	\$0.00
08520.05	AREA B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08520.06	Material	\$58,400.00	\$54,700.00	\$0.00	\$0.00	\$54,700.00	\$3,700.00	\$2,735.00
08520.07	Labor	\$17,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,400.00	\$0.00
08520.08	AREA C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08520.09	Material	\$37,400.00	\$34,300.00	\$0.00	\$0.00	\$34,300.00	\$3,100.00	\$1,715.00
08520.10	Labor	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	\$0.00
08520.11	SUBTOTAL	\$219,200.00	\$157,000.00	\$0.00	\$0.00	\$157,000.00	\$62,200.00	\$7,850.00
08710.00	FINISH HARDWARE							
08710.05	FINISH HARDWARE	\$39,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,000.00	\$0.00
08710.98	SUBTOTAL	\$39,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,000.00	\$0.00
08800.00	FSB - GLASS AND GLAZING							
08800.05	GLASS AND GLAZING	\$19,496.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,496.00	\$0.00
08800.98	SUBTOTAL	\$19,496.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,496.00	\$0.00
09110.00	METAL STUD SYSTEM							
09110.05	Shop Drawings	\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$6,800.00	\$0.00	\$340.00
09110.10	Exterior Framing	\$57,000.00	\$18,810.00	\$0.00	\$0.00	\$18,810.00	\$38,190.00	\$940.50
09110.15	Interior Framing	\$68,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68,000.00	\$0.00
09110.20	Ceiling & Soffit Framing	\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,000.00	\$0.00
09110.25	Install Hollow Metal Frames	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,000.00	\$0.00
09110.98	SUBTOTAL	\$219,800.00	\$25,610.00	\$0.00	\$0.00	\$25,610.00	\$194,190.00	\$1,280.50
09250.00	GYP SUM WALL BOARD							
09250.05	Exterior Gyp. & Sheathing	\$60,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	\$42,000.00	\$900.00
09250.10	Interior Gypsum Board	\$72,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,000.00	\$0.00

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APPLICATION NO.: 00014
APPLICATION DATE: 6/1/2003
PERIOD TO: 238
ARCHITECT'S PROJECT NO.: 238

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
09250.15	Tape & Finish	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00	\$0.00
09250.98	SUBTOTAL	\$170,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	\$152,000.00	\$900.00
09300.00	FSB - TILE							
09300.05	TILE	\$140,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140,950.00	\$0.00
09300.98	SUBTOTAL	\$140,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140,950.00	\$0.00
09510.00	FSB - ACOUSTICAL CEILING SYSTEM							
09510.05	ACOUSTICAL CEILING SYSTEM	\$73,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,500.00	\$0.00
09510.98	SUBTOTAL	\$73,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,500.00	\$0.00
09650.00	FSB - RESILIENT FLOORING							
09650.05	RESILIENT FLOORING	\$105,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,000.00	\$0.00
09650.98	SUBTOTAL	\$105,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,000.00	\$0.00
09680.00	CARPET							
09680.05	CARPET	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00	\$0.00
09680.98	SUBTOTAL	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00	\$0.00
09700.00	SPECIAL FLOORING							
09700.05	SPECIAL FLOORING	\$6,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,100.00	\$0.00
09700.98	SUBTOTAL	\$6,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,100.00	\$0.00
09800.00	GYMNASIUM FLOOR							
09800.05	GYMNASIUM FLOOR	\$62,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,500.00	\$0.00
09800.98	SUBTOTAL	\$62,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,500.00	\$0.00
09840.00	ACOUSTICAL PANELS							
09840.05	ACOUSTICAL PANELS	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00
09840.98	SUBTOTAL	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00
09900.00	FSB - PAINTING							
09900.05	PAINTING	\$97,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$97,200.00	\$0.00
09900.98	SUBTOTAL	\$97,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$97,200.00	\$0.00

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APPLICATION NO.: 00014

APPLICATION DATE:

PERIOD TO: 6/1/2003

ARCHITECTS PROJECT NO.: 238

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
16000.73	Sound, CCTV, Sec syst. deliveries	\$9,800.00	\$5,900.00	\$3,900.00	\$0.00	\$9,800.00	\$0.00	\$490.00
16000.74	Generator & ATS delivery	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$1,250.00
16000.75	Record drawings / O & M Man.	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$0.00
16000.76	Punch, start up & test	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00
16000.77	Disconnect & Make safe phase 3	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
16000.78	Site rough in phase 3	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00
16000.79	Site finishes install phase 4	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
16000.80	Permit Fee	\$9,725.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,725.00	\$0.00
16000.81	SUBTOTAL	\$920,640.00	\$298,810.25	\$37,872.75	\$0.00	\$336,683.00	\$583,957.00	\$16,834.15
16740.00	FSB - COMMUNICATION CABLING AND TECH							
16740.05	COMMUNICATION CABLING AND TECHNOL	\$164,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$164,900.00	\$0.00
16740.98	SUBTOTAL	\$164,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$164,900.00	\$0.00
18000.01	CHANGE ORDERS							
18000.02	CO#001 (Credit-permit, computer)	(\$20,000.00)	(\$20,000.00)	\$0.00	\$0.00	(\$20,000.00)	\$0.00	(\$1,000.00)
18000.03	CO#003 (Unsuitable soil)	\$132,804.25	\$132,804.25	\$0.00	\$0.00	\$132,804.25	\$0.00	\$6,640.21
18000.04	CO#002 (COP#1-#4)	\$18,169.13	\$8,214.35	\$0.00	\$0.00	\$8,214.35	\$9,954.78	\$410.72
18000.05	CCD#6	\$5,205.69	\$5,205.69	\$0.00	\$0.00	\$5,205.69	\$0.00	\$260.29
18000.06	CCD # 5	(\$3,349.79)	(\$3,349.79)	\$0.00	\$0.00	(\$3,349.79)	\$0.00	(\$167.49)
18000.07	SUBTOTAL	\$132,829.28	\$122,874.50	\$0.00	\$0.00	\$122,874.50	\$9,954.78	\$6,143.73
		\$13,354,829.28	\$5,427,335.90	\$217,145.35	\$0.00	\$5,644,481.25	\$7,710,348.03	\$282,224.08



UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

AMERICAN MANUFACTURERS MUTUAL
INSURANCE COMPANY,

Plaintiff,

vs.

TOWN OF NORTH BROOKFIELD,

Defendant.

Civil Action No. 03-40266 NMG

**EXHIBIT G TO AFFIDAVIT OF RICHARD P. ANASTASIO IN SUPPORT OF
THE OPPOSITION OF AMERICAN MANUFACTURERS MUTUAL
INSURANCE COMPANY TO MOTION TO REQUIRE
PLAINTIFF TO DEPOSIT FUNDS WITH COURT**

1997 Edition -Electronic Format

AIA Document A101-1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a **STIPULATED SUM**

AGREEMENT made as of the 19th day of April in the year of 2002
(In words, indicate day, month and year)
(nineteenth day of April two thousand two)

BETWEEN the Owner:
(Name, address and other information)

North Brookfield Public Schools
10 New School Drive
North Brookfield, MA 01535

and the Contractor:
(Name, address and other information)

E.J.Scieba Company, Inc.
18 Wolcott Street
P.O.Box 191
Readville, MA 02137

The Project is:
(Name and location)

North Brookfield Jr./Sr. High School
North Brookfield, MA

The Architect is:
(Name, address and other information)

Dore and Whittier, Inc.
1795 Williston Road
Suite 5
South Burlington, VT 05403

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.



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AIA DOCUMENT A101-1997
OWNER-CONTRACTOR
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Contractor shall commence work per notice to proceed by the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

substantially complete the new building by 17 July 2003 and the balance of work in accordance with the Phasing Plan, including completion of Phase 4 parking lot construction and related work by 17 November 2003.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

Damages shall be paid as follows:

The work shall commence at the time stated in the notice to the Contractor to proceed. Notice to proceed may be given to the successful General Bidder on any date after the Bidder has executed the General Contract and furnished the General Performance and Payment Bonds with all insurance herein requested and otherwise specified and/or required. The Contractor acknowledges that delay in completion of the Work by the substantial completion dates (indicated herein for the building and the remainder of the site phasing) resulting in delay of delivery of the facilities and site by such dates in the condition specified for the Work will cause delay in use by the Owner of the school facilities and site and will cause various losses to the Owner, which may include without limitation increased administrative, engineering, construction management and construction costs. Therefore, the Contractor further acknowledges that its obligation to complete the work by the specified dates and deliver completed the work by such dates is of the essence. In the event the Contractor fails to achieve substantial completion of the work by the substantial completion dates indicated for the building and site phasing work, the Contractor shall pay to the Owner as liquidated damages the sum of one thousand dollars (\$1,000.00) per day for each and every day thereafter that it fails to deliver such Work completed according to the requirements of the Contract Documents. Separate liquidated damages shall apply to each substantial completion date for the

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shall be paid not as a penalty, but to partially cover losses and expenses to the Owner, including intangible costs and losses that are or may be impracticable to ascertain. Allowing the Contractor to continue to finish the work (or any portion of the work) after the time specified for completion of the Work shall not operate as a waiver on the part of the Owner of any of its rights under the Contract Documents or otherwise under law or equity.

Reinspection Costs: Should the Architect be required to reinspect the work because of failure of the Contractor to comply with the certification listed in Construction Documents / Supplementary General Conditions Part 1 under article 9.10.1.1, the Architect will bill the Owner for all related cost incurred. such cost will be deducted from the Contractor's payments.

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ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be thirteen million two hundred twenty two thousand Dollars (\$ 13,222,000.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)
Alternates # 1, # 2, # 3 and # 4.

4.3 Unit prices, if any, are as follows:
Unit prices are published in Specifications Sections 01026, 02082, and 02200.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
Based on 5.1.3

5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment to the Contractor not later than the fifteenth day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fifteen days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The



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schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997.
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and Liquidated Damages and Reinspection costs.
(Subparagraph 9.8.6 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

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or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

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3.18.2 In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

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ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.



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8.1.2 The date of commencement of the Work is the date established in the Agreement.

8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

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8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

8.3.3 This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.



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9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an Itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

9.3.1.1 As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the



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Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 3.3.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

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8. TIME

Add the following paragraph after 8.1.4:

- 8.1.5 The term "working day" shall mean any calendar day except Saturdays, Sundays, and legal holidays at the place of the building.

8.3 DELAYS AND EXTENSION OF TIME

- 8.3.1 change the phrase "other causes beyond the Contractor's control" in line 3 to read "other causes (except weather) beyond the Contractor's control".

- 8.3.3 Delete sub-paragraph 8.3.3 in its entirety.

Add new sub-paragraphs 8.3.4 and 8.3.5 as follows:

- 8.3.4 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise, except as and to the extent expressly provided under statute. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.
- 8.3.5 No extension of time shall be granted because of seasonal or normal variations in temperature, humidity or precipitation which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. Any additional cost of operations or conditions resulting therefrom shall be the responsibility of the Contractor.

9. PAYMENTS AND COMPLETION

Insert the following paragraph:

- 9.0 The provisions of Article 9 are modified by the requirements set forth in M.G.L. Chapter 30, Sections 39F and 39K.

- 9.2.1 Add the following at the end of the first sentence: "and shall be revised if later found by the architect to be inaccurate."

After Paragraph 9.2.1, add the following paragraphs:

9.2.2 SCHEDULE OF VALUES:

- A. Submit typewritten Schedule of Values on 8 ½ by 11 inch white paper.
- B. Use Table of Contents of the Project Manual as basis for format for listing costs of work for SECTIONS under DIVISION 2 through 16, and identify each line item with number and title of SECTION.

9.2.3 BASIC REQUIREMENTS FOR SCHEDULE OF VALUES:

- A. Submit to the Architect two copies of the Schedule of Values within 10 days of receipt of notice to proceed.
- B. Upon request by the Architect, support values given with data that will substantiate their

retained shall be included in the Statement which shall be signed by the General Contractor. A separate sheet shall be included with each requisition, showing status of work covered by approved Change Orders. The General Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports estimates, records, and other data as the Owner may request concerning work performed or to be performed under this Contract.

- 9.2.6 Submit to the Architect for transmittal to the Owner, such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Architect may request concerning work performed or to be performed under this Contract.

9.3 Applications for Payment

- 9.3.1 Delete the first twelve words and substitute the following: "At the time or times established in the agreement." Insert the following new sentence after the first sentence: "The format and number of copies of such applications for payment shall be as directed by the architect."

- 9.3.1.1 Delete this subparagraph.

Add the following new subparagraph:

- 9.3.1.3 Until Substantial Completion of the entire project, the Owner will pay ninety five percent (95%) of the amount due the Contractor on account of progress payments. This retainage of 5%, less any amounts due from the Contractor for Liquidated Damages and applicable costs of the Clerk and Architect and Architect's Consultants, will be paid within thirty (30) days after the acceptance of the work by the Owner.

Add the following subparagraph after 9.3.3:

- 9.3.4 Each Application for Payment or periodic estimate requesting payment shall be accompanied by a certificate signed by each Subcontractor under pains and penalties of perjury stating that the Subcontractor has been paid all amounts due the Subcontractor on the basis of the previous periodic payment to the Contractor, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the Contractor shall furnish the Contractor's own written explanation to the Owner through the Architect. Such waiver or certificate shall be in a form acceptable to the Owner. The contractor warrants that title to all work covered by an application for payment will pass to the owner either by incorporation into the construction or upon the receipt of payment by the contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to in this article as "liens." The contractor further agrees that the submission of any application for payment shall conclusively be deemed to waive all liens with respect to work to which the contractor may then be entitled, provided that such waiver of the lien rights shall not waive the contractor's right to payment for such work.

After this paragraph, add the following paragraphs:

- 9.3.5 The Contractor, his Subcontractors and Sub-subcontractors shall obtain prior written approval from the Owner through the Architect for permission to store materials to be incorporated in the Work, for which Progress Payments will be requested, at off-site locations. Any and all charges for storage, including insurance, shall be borne solely by the General Contractor. Before approval, the Owner will require proper proof of insurance and a letter in which is furnished:

- 1 The name of the General Contractor and/or the Subcontractor or Sub-subcontractor leasing the storage area.
- 2 The location of such leased space.
- 3 The leased area: the entire premises or certain areas of a warehouse giving the number of floors or portions thereof.
- 4 The date on which the material is first stored.
- 5 The value of the material stored.

- 9.3.6 The General Contractor, his Subcontractors and Sub-subcontractors shall notify the Architect and the

Owner to inspect, at least once each month, the materials being stored at any location.

- 9.3.7 The General Contractor, his Subcontractors and Sub-subcontractors shall mark each sealed carton with the name of the Project and the Architect.
- 9.3.8 A perpetual inventory shall be maintained for all materials held in storage for which payment has been requested.
- 9.3.9 Payment for materials stored off site shall be at the sole discretion of the Owner. Any additional costs to the Owner resulting from storage of material off site for which payment is requested, such as, but not limited to, travel expenses and time for inspectors, shall be back charged to, and paid by, the General Contractor.

9.5.1 Add the following new sub sub paragraph:

- .8 failure of mechanical trade or electrical trade subcontractor to comply with mandatory requirements for maintaining record drawings. The contractor shall check record drawings each month. Written confirmation that the record drawings are current will be required by the architect before approval of the contractor's monthly payment requisition.

9.6 Progress Payment

9.6.3 Delete this subparagraph in its entirety.

9.6.5 Delete this subparagraph.

9.6.7 Delete this subparagraph

Add the following new subparagraphs:

- 9.6.8 For Applications for Payment submitted on or before the 1st of the month, the Owner will make progress payments 15 days later to the Contractor on the basis of approved application for payment for work and materials incorporated and materials suitably stored on or off the site by the Contractor, less five percent (5%) throughout the entire Contract.
- 9.6.9 Upon Substantial Completion, the Owner shall approve and pay promptly the remaining contract amount less two times the value of any items still to be completed, plus an amount necessary to satisfy outstanding claims, liens, and judgments, if applicable.
- 9.6.10 No partial payment will be made after the time fixed for Substantial Completion of the Work or the time to which completion may be extended under the terms of the Contract until the full and final completion and acceptance of the Work.
- 9.6.11 Each application for payment must be accompanied by a payment affidavit, Form AIA G706 unless directed otherwise, properly sworn to and signed by a responsible officer of the Contractor's firm, stating that all bills for materials and all wages for work performed upon the work of the Contract have been paid in full.

9.7 Failure of Payment

Delete paragraph 9.7.1. in its entirety.

9.8 Substantial Completion:

9.8.1 Add the following at the end of the sentence: "and only minor items which can be corrected or completed without any material interference with the owner's use of the work remain to be corrected or completed."

9.8.1.1 Contractor shall submit, prior to requesting substantial completion, written certification that:

- C. Each subcontractor entering upon the work shall furnish, erect and maintain all staging and scaffolding up to eight (8) feet in height required for work under his subcontract, and where so indicated all other staging and scaffolding required for his work. On completion of his work, each subcontractor shall dismantle and remove such staging and scaffolding.

4. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Agreement of the work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.
- B. The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure substantial completion of all work within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality, will occur on or before the date specified in the INSTRUCTIONS TO BIDDERS.
- C. If the said Contractor shall neglect, fail or refuse to substantially complete the work within the time herein specified or any proper extension thereof granted by the Owner, the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, the amounts specified in the SUPPLEMENTARY GENERAL CONDITIONS - PART I, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the times stipulated in the Contract for completing the work.
- D. The said amounts are fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such events sustain, and said amounts are agreed to be the amounts of damages which the Owner would sustain and said amounts shall be retained from time to time by the Owner from current periodic estimates. The amounts of damages shall be as stated in the SUPPLEMENTARY GENERAL CONDITIONS - PART I.

5. EQUIVALENT PRODUCTS

- A. Wherever a material, article or piece of equipment is identified on the Drawings or in the Specifications by any manufacturer or supplier, it is intended to establish a standard of quality and/or performance, as determined by the Architect, and not to limit competition. Wherever in the Contract Documents one or more products are specified, the words "similar and equal to" shall be deemed inserted, except for the following proprietary specification items, as determined by the Awarding Authority.
 - 1. The town of North Brookfield, the Awarding Authority, has determined in accordance with MGL C-30, S.39M (b) that for reasons of product performance reliability, maintenance issues, and anticipated life cycle cost savings, it is in the public interest to limit the following to the products specified.
 - a. Door hardware shall be as specified in Section 08710, limited to the listed manufacturers and model numbers for listed products.
 - b. Kitchen equipment shall be as specified in Section 11400, limited to the products listed or named as acceptable equals.
- B. Not Used.
- C. Following the notification of award, the notified bidder may propose equivalents that in his

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

AMERICAN MANUFACTURERS MUTUAL
INSURANCE COMPANY,

Plaintiff,

vs.

Civil Action No. 03-40266 NMG

TOWN OF NORTH BROOKFIELD,
Defendant.

**EXHIBIT H TO AFFIDAVIT OF RICHARD P. ANASTASIO IN SUPPORT OF
THE OPPOSITION OF AMERICAN MANUFACTURERS MUTUAL
INSURANCE COMPANY TO MOTION TO REQUIRE
PLAINTIFF TO DEPOSIT FUNDS WITH COURT**

Daily Lister

Daily Lister							3/10/2004
Station: WORCESTER REGIONAL ARPT							
State: MA							
ID: 199923				CLIMOD product: Daily Lister			
Latitude: 42.27 degrees				Creation Time: 03/01/2004 09:55 EST			
Longitude: -71.88 degrees				Column Delimiter: tab			
Elevation: 986 feet							
Station period of record: 06/01/1948-02/29/2004							

**HIGHLIGHTS INDICATE DATES WITH BELOW NORMAL TEMPERATURE
OR ABOVE NORMAL PRECIPITATION**

	Actual Daily	Normal	Difference		Actual Daily	Normal	Difference	
Date	Precip	Precip			Ave Temp	Ave Temp		
mm/dd/yyyy	inch	inch	inch		degF	degF	degF	
11/1/2002	0.05	0.15	0		33	44	-6	
11/2/2002	0	0.15	0		29.5	44	-15.5	
11/3/2002	0.01	0.15	0	1	31.5	44	-12.5	
11/4/2002	0.03	0.15	0	1	35	44	-9	
11/5/2002	0.01	0.15	0	1	37.5	43	-5.5	
11/6/2002	0.64	0.15	0.49	1	38	43	-5	
11/7/2002	0	0.15	0	1	36.5	43	-11.5	
11/8/2002	0	0.15	0	1	40.5	42	-1.5	
11/9/2002	0	0.15	0		50	42	8	
11/10/2002	0.01	0.15	0		57	42	15	
11/11/2002	0.13	0.15	0		58.5	41	17.5	
11/12/2002	0.88	0.15	0.73	1	48.5	41	7.5	
11/13/2002	0.2	0.15	0.05		42	41	1	
11/14/2002	0	0.15	0		41	40	1	
11/15/2002	0	0.15	0		48	40	8	
11/16/2002	0.21	0.15	0.06	1	38.5	40	-4.5	
11/17/2002	0.93	0.15	0.78	1	29.5	39	-9.5	
11/18/2002	0.12	0.14	0	1	33	39	-6	
11/19/2002	0	0.14	0	1	32	38	-6	
11/20/2002	0	0.14	0		43	38	5	
11/21/2002	0.08	0.14	0		39	38	1	
11/22/2002	0.31	0.14	0.17	1	41.5	37	4.5	
11/23/2002	0.01	0.14	0	1	36	37	-2	
11/24/2002	0	0.14	0	1	38.5	37	-1.5	
11/25/2002	0.01	0.14	0		36	36	0	
11/26/2002	0.01	0.14	0	1	38.5	36	-0.5	
11/27/2002	0.17	0.14	0.03	1	29.5	35	-11.5	
11/28/2002	0	0.13	0	1	30	35	-16	
11/29/2002	0.02	0.13	0	1	29.5	35	-8.5	
11/30/2002	0	0.13	0		37	34	3	
Monthly Total	3.83	4.34	-0.51	18	37.6	39.6	-2.0	
12/1/2002	0	0.13	0	1	29.5	34	-7.5	
12/2/2002	0.03	0.13	0	1	29.5	33	-8.5	
12/3/2002	0.02	0.13	0	1	17.5	33	-15.5	
12/4/2002	0	0.13	0	1	16.5	33	-15.5	
12/5/2002	0.13	0.13	0	1	21	32	-11	
12/6/2002	0.03	0.12	0	1	29.5	32	-8.5	
12/7/2002	0	0.12	0	1	22	32	-10	
12/8/2002	0	0.12	0	1	29	31	-2	
12/9/2002	0	0.12	0	1	19.5	31	-17.5	

Daily Lister

HIGHLIGHTS INDICATE DATES WITH BELOW NORMAL TEMPERATURE OR ABOVE NORMAL PRECIPITATION								
	Actual Daily	Normal	Difference		Actual Daily	Normal	Difference	
12/10/2002	0	0.12	0	1	34.5	31	-6.5	
12/11/2002	0.29	0.12	0.17	1	30.5	30	-0.5	
12/12/2002	0.51	0.12	0.39	1	34	30	4	
12/13/2002	0.16	0.12	0.04	1	36	30	6	
12/14/2002	1.02	0.12	0.9	1	36.5	29	7.5	
12/15/2002	0	0.12	0		36	29	7	
12/16/2002	0.16	0.12	0.04	1	28	29	-1	
12/17/2002	0	0.12	0	1	20	28	-8	
12/18/2002	0	0.12	0	1	25.5	28	-2.5	
12/19/2002	0	0.12	0		32.5	28	4.5	
12/20/2002	1.26	0.12	1.14	1	45.5	27	18.5	
12/21/2002	0	0.12	0		35	27	8	
12/22/2002	0	0.12	0		36.5	27	9.5	
12/23/2002	0	0.12	0		35	27	8	
12/24/2002	0	0.12	0		31	26	5	
12/25/2002	0.49	0.12	0.37	1	27.5	26	1.5	
12/26/2002	0.06	0.12	0		26	26	0	
12/27/2002	0	0.12	0	1	25	26	-1	
12/28/2002	0	0.12	0	1	25	26	-1	
12/29/2002	0	0.13	0		29	25	4	
12/30/2002	0.02	0.13	0	1	24.5	25	-0.5	
12/31/2002	0.06	0.13	0		32.5	25	7.5	
Monthly Total	4.24	3.8	0.44	22	28.1	28.9	-0.8	
1/1/2003	0.88	0.13	0.55	1	34.5	25	9.5	
1/2/2003	0.24	0.13	0.11	1	20.5	25	-0.5	
1/3/2003	0.47	0.13	0.34	1	20.5	25	-3.5	
1/4/2003	0.47	0.13	0.34	1	25.5	24	1.5	
1/5/2003	0.07	0.13	0	1	20.5	24	-2.5	
1/6/2003	0.11	0.13	0	1	20.5	24	-2.5	
1/7/2003	0	0.13	0	1	18	24	-6	
1/8/2003	0.05	0.13	0	1	20.5	24	-0.5	
1/9/2003	0.06	0.14	0		32.5	24	8.5	
1/10/2003	0.14	0.14	0		26	24	2	
1/11/2003	0	0.14	0	1	19	24	-5	
1/12/2003	0	0.14	0	1	20.5	24	-0.5	
1/13/2003	0	0.14	0	1	22	24	-2	
1/14/2003	0	0.14	0	1	14	23	-9	
1/15/2003	0	0.14	0	1	13.5	23	-9.5	
1/16/2003	0	0.14	0	1	16.5	23	-6.5	
1/17/2003	0	0.13	0	1	14.5	23	-8.5	
1/18/2003	0	0.13	0	1	4.5	23	-18.5	
1/19/2003	0	0.13	0	1	11	23	-12	
1/20/2003	0	0.13	0	1	15.5	23	-7.5	
1/21/2003	0	0.13	0	1	7.5	23	-15.5	
1/22/2003	0	0.13	0	1	5.5	23	-17.5	
1/23/2003	0	0.13	0	1	3	23	-20	
1/24/2003	0	0.13	0	1	10.5	23	-12.5	
1/25/2003	0	0.13	0	1	14.5	23	-8.5	
1/26/2003	0	0.13	0	1	20.5	23	-1.5	
1/27/2003	0.05	0.13	0	1	10	23	-13	
1/28/2003	0	0.12	0	1	5	23	-18	

**HIGHLIGHTS INDICATE DATES WITH BELOW NORMAL TEMPERATURE
OR ABOVE NORMAL PRECIPITATION**

	Actual Daily	Normal	Difference		Actual Daily	Normal	Difference	
1/29/2003	0.02	0.12	0	1	19.5	24	-4.5	
1/30/2003	0	0.12	0	1	21	24	-3	
1/31/2003	0	0.12	0		27.5	24	3.5	
Monthly Total	2.36	4.07	-1.71	28	17.7	23.6	-5.9	
2/1/2003	0	0.12	0		29	24	5	
2/2/2003	0.5	0.11	0.39	1	33	24	9	
2/3/2003	0	0.11	0		34.5	24	10.5	
2/4/2003	0.38	0.11	0.27	1	35.5	24	11.5	
2/5/2003	0	0.11	0		24	24	0	
2/6/2003	0	0.11	0	1	19.5	24	-6.5	
2/7/2003	0.37	0.11	0.26	1	22.5	24	-2.5	
2/8/2003	0	0.11	0	1	19.5	25	-9.5	
2/9/2003	0	0.11	0	1	22.5	25	-4.5	
2/10/2003	0.03	0.11	0	1	24	25	-1	
2/11/2003	0	0.11	0	1	19.5	25	-7.5	
2/12/2003	0.07	0.11	0	1	21	25	-9	
2/13/2003	0	0.1	0	1	22	25	-18	
2/14/2003	0	0.1	0	1	25	26	-18	
2/15/2003	0	0.11	0	1	25	26	-20.5	
2/16/2003	0	0.11	0	1	24	26	-22	
2/17/2003	1.25	0.11	1.14	1	21	26	-15	
2/18/2003	0.07	0.11	0	1	19.5	27	-7.5	
2/19/2003	0	0.11	0		29.5	27	2.5	
2/20/2003	0	0.11	0		36	27	9	
2/21/2003	0	0.11	0		39	27	12	
2/22/2003	1	0.11	0.89		34.5	27	7.5	
2/23/2003	0.76	0.11	0.65	1	28	28	0	
2/24/2003	0	0.11	0	1	25	28	-3	
2/25/2003	0	0.11	0	1	19.5	28	-13.5	
2/26/2003	0	0.12	0	1	8	29	-21	
2/27/2003	0	0.12	0		??	29	#VALUE!	
2/28/2003	0	0.12	0	1	22.5	29	-6.5	
Monthly Total	4.43	3.1	1.33	20	21.5	26.0	-4.5	
3/1/2003	0	0.12	0	1	25.5	29	-0.5	
3/2/2003	1.16	0.12	1.04	1	33	30	3	
3/3/2003	0	0.13	0	1	19.5	30	-12.5	
3/4/2003	0	0.13	0	1	25	30	-14	
3/5/2003	0.08	0.13	0		35	31	4	
3/6/2003	0.25	0.13	0.12	1	27.5	31	-8.5	
3/7/2003	0	0.13	0	1	19.5	31	-14.5	
3/8/2003	0	0.13	0		33	32	1	
3/9/2003	0.01	0.13	0	1	27.5	32	-4.5	
3/10/2003	0	0.14	0	1	19	32	-19	
3/11/2003	0	0.14	0	1	19	33	-14	
3/12/2003	0	0.14	0		36	33	3	
3/13/2003	0.25	0.14	0.11	1	28	33	-5	
3/14/2003	0	0.14	0	1	28	34	-16	
3/15/2003	0	0.14	0	1	32	34	-2	
3/16/2003	0	0.14	0		46.5	34	12.5	
3/17/2003	0	0.14	0		54	35	19	

**HIGHLIGHTS INDICATE DATES WITH BELOW NORMAL TEMPERATURE
OR ABOVE NORMAL PRECIPITATION**

	Actual Daily	Normal	Difference		Actual Daily	Normal	Difference	
3/18/2003	0	0.14	0		45.5	35	10.5	
3/19/2003	0	0.14	0	1	41	35	-4	
3/20/2003	0.24	0.14	0.1	1	41	35	-4	
3/21/2003	0.67	0.14	0.53	1	49.5	36	13.5	
3/22/2003	0	0.14	0		51	36	15	
3/23/2003	0	0.14	0		40.5	37	3.5	
3/24/2003	0	0.14	0		45.5	37	8.5	
3/25/2003	0	0.14	0		45	37	8	
3/26/2003	0.24	0.14	0.1	1	50	38	12	
3/27/2003	0	0.14	0		44.5	38	6.5	
3/28/2003	0	0.14	0		50	38	12	
3/29/2003	0.75	0.14	0.61	1	54.5	39	15.5	
3/30/2003	0.41	0.14	0.27	1	39.5	39	0.5	
3/31/2003	0	0.14	0	1	29.5	39	-9.5	
Monthly Total	4.06	4.23	-0.17	19	34.9	34.3	0.6	
				107				